

REMARKS

By this amendment, claims 29-50 are pending, in which no claims are canceled, withdrawn, currently amended, or newly presented.

The final Office Action mailed May 18, 2006 rejected claims 29-50 under 35 U.S.C. § 102(e) as anticipated by *O'Neil et al.* (U.S. 6,226,364).

Applicant respectfully traverses the rejection because the applied reference fails to teach all the features of the claims, as next explained.

For example, independent claim 29 recites (*emphasis added*):

29. A system for accessing prepaid services information, comprising:
a web portal configured to **present information relating to a plurality of prepaid services offered by a plurality of prepaid service providers;**
and
a database configured to store a plurality of user profiles, each user profile specifying user account information corresponding to one or more of the prepaid services, wherein the web portal is further configured to transmit the information relating to the prepaid services for presentation to one of the users according to the respective one of the user profiles,
and to receive a **selection of one of the prepaid services** input by the user.

To satisfy the feature of “**a plurality of prepaid services** offered by a plurality of prepaid service providers,” the Office Action, on page 3, refers col. 1: 17-18, col. 9: 29-41; these passages state the following:

Telephone service providers, many of which serve millions of subscribers, therefore accrue enormous accounts receivable. (col. 1: 17-18)

As noted earlier, **a card holder may deposit the value of a prepaid telephone service card in a subscriber's account by inputting appropriate validation information into a prepaid telephone service card activation unit**, such as a dial-in voice response unit or an **Internet station**. In a similar fashion, a subscriber who requires additional credit for a period of time may increase the credit limit for an account by accessing a dial-in voice response unit or an Internet station and providing appropriate verification information, such as a personal identification number. The subscriber may also use the dial-in voice response unit or Internet station to authorize an alternate payment source, such as a credit or

debit bank account, to pay costs associated with future or past telephone services.
(col. 9: 29-41)

Upon close inspection, the *O'Neil et al.* reference only mentions one type of service provider (i.e., providers of telephone service) in a context unrelated to the claims. Also, there is only one type of prepaid service described in *O'Neil et al.* The Examiner merely concludes “O'Neil teaches an Internet station for receiving prepaid telephone service information in relation to a plurality of prepaid service providers.” This statement lacks factual support within *O'Neil et al.* Instead, the cited passage of col. 9: 29-41 simply states that a user can deposit the value of a prepaid telephone service card using an Internet station; there is no discussion of any other prepaid service or that the single prepaid telephone service can be offered by more than one service provider. The Examiner's conclusion is without any factual basis.

Furthermore, Applicant respectfully submits that *O'Neil et al.* fails to describe any capability to **select** from a plurality of prepaid services. This is understandable, as the *O'Neil et al.* system is configured to provide a single prepaid service, and thus, does not require a user selecting the one service. The Examiner attempts to mitigate this fact by interpreting the ability to input validation information as a means to select information. In fact, to provide this validation information, the prepaid service would have been “pre-selected.” Because the user can input validation information does not necessarily suggests that the Internet station is configured to “receive a **selection of one of the prepaid services** input by the user.”

In view of the foregoing, it is clear that *O'Neil et al.* cannot anticipate independent claim 29, particularly with respect to the features of “**a plurality of prepaid services offered by a plurality of prepaid service providers**” and “**selection of one of the prepaid services.**” These features are also recited in independent claim 42. Accordingly, Applicants respectfully urge that independent claims 29 and 42 be indicated as allowable.

As for independent claim 49, this claim recites (*emphasis added*):

49. (Previously Presented) A computer-implemented method for providing prepaid services, the method comprising:
communicating with a plurality of databases that include a first prepaid database supporting a prepaid service of a first provider, and a second prepaid database supporting prepaid service of a second provider; and
presenting, via a web interface, the prepaid service of the first provider and the prepaid service of the second provider **as a bundled service.**

The Office Action, on page 5, explains that “O’Neil transmits profile information among providers. When one is transmitting information among providers then one is bundling services between providers.” Well-settled case law holds that the words of a claim must be read as they would be interpreted by those of ordinary skill in the art. *In re Baker Hughes Inc.*, 215 F.3d 1297, 55 USPQ2d 1149 (Fed. Cir. 2000); *In re Morris*, 127 F.3d 1048, 1054, 44 USPQ2d 1023, 1027 (Fed. Cir. 1997); M.P.E.P. 2111.01. “Although the PTO must give claims their broadest reasonable interpretation, this interpretation must be consistent with the one that those skilled in the art would reach.” *In re Cortright*, 165 F.3d 1353, 1369, 49 USPQ2d 1464, 1465 (Fed. Cir. 1999). The transmission of customer service profile information to which the Examiner refers is simply sharing of account information to support a single cellular phone service – i.e., the phone call that is supported across cells of two CMR service providers. One of ordinary skill in the art would not consider sharing information to support a call, bundling services of the service providers whose networks that the CMR traverses. Moreover, the Examiner’s notion of a bundled services is not “**presented, via a web interface,**” as positively recited. Hence, Applicants respectfully urge the indication that claim 49 is allowable.

Dependent claims 30-41, 43-48, and 50 are allowable for at least the same reasons as their respective independent claims, and are separately patentable on their own merits. For example, dependent claims 30-33, 37, 39, 41, 44, 46 and 48 further define “**the web portal.**” It appears

that the Examiner has ignored that the recited functions are provided through the web portal.

This approach of selectively dismissing claim terms contravenes the patent rules and laws relating to claim interpretation. As best as understood, the Examiner equates the web portal as the Internet station (page 3 of the Office Action), but nowhere in the *O'Neil et al.* reference is this Internet station explained in the context of the features of claims 30-33, 37, 39, 41, 44, 46 and 48.


To the extent the Examiner is relying on the theory of inherency to cure the Examiner's reasoning, Applicants reminds the Examiner of the provisions of MPEP §2112, which states that the "fact that a certain result or characteristic may occur or be present in the prior art is not sufficient to establish the inherency of that result, or characteristic." *In re Rijckaert*, 9 F.3d 1531, 1534, 28 USPQ2d 1955, 1957 (Fed. Cir. 1993). Also, inherency may not be established by probabilities or possibilities. The mere fact that a certain thing may result from a given set of circumstances is not sufficient. *In re Roberstson*, 169 F.3d 743, 745, 49 USPQ2d 1949, 1950-51 (Fed. Cir. 1999). In the case at hand, the Examiner cannot simply surmise that the Internet station can perform the features of the dependent claims.

Therefore, the present application overcomes the rejections of record and is in condition for allowance. Favorable consideration is respectfully requested. If any unresolved issues remain, it is respectfully requested that the Examiner telephone the undersigned attorney at (703) 425-8508 so that such issues may be resolved as expeditiously as possible.

Respectfully Submitted,

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Date


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